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8 **UNITED STATES DISTRICT COURT**
9 **WESTERN DISTRICT OF WASHINGTON AT SEATTLE**

10 NORTHWEST LABORERS-EMPLOYERS
11 HEALTH & SECURITY TRUST, WESTERN
12 WASHINGTON LABORERS-EMPLOYERS
13 PENSION TRUST, NORTHWEST
14 LABORERS-EMPLOYERS TRAINING
15 TRUST, and WASHINGTON AND
16 NORTHERN IDAHO DISTRICT COUNCIL
17 OF LABORERS and its Affiliated Local Unions

14 Plaintiffs

15 v.

16 RG CONSTRUCTION, INC.

17 Defendant

NO.

COMPLAINT FOR BREACH OF
COLLECTIVE BARGAINING
AGREEMENT

18
19 COME NOW PLAINTIFFS, and for their cause of action, allege as follows:

20 1. Plaintiffs Northwest Laborers-Employers Health & Security Trust, Western
21 Washington Laborers-Employers Pension Trust, and Northwest Laborers-Employers Training
22 Trust (Trust Funds) are joint labor-management employee benefit trust funds created pursuant to

§ 302(c)(5) of the Labor-Management Relations Act (the Act), 29 U.S.C. § 186(c)(5) and bring this action in accordance with §§ 502(d)(1), 502(a)(3) and 515 of the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. § 1001, et seq.

2. Plaintiff Washington and Northern Idaho District Council of Laborers and its affiliated Union locals (Union) is a labor organization that has its principal office located at 12101 Tukwila International Blvd., Ste. 300, Seattle, Washington.

3. Defendant RG Construction, Inc. (Employer) is engaged in business within the jurisdiction of this Court, and such business affects commerce within the meaning of § 301(a) of the Act, 29 U.S.C. § 185(a).

4. Jurisdiction is conferred on this Court by § 301(a) of the Act, 29 U.S.C. § 185(a) and §§ 502(a)(3) and 502(e)(2) of ERISA, 29 U.S.C. § 1132(a)(3) and § 1132(e)(2).

5. At all times material the Employer and the Union and its affiliated Locals were parties to a collective bargaining agreement (Labor Agreement) and Trust agreements, material parts of which are attached to this Complaint as Exhibits A and B, respectively. Plaintiff Trust Funds are third-party beneficiaries to the Labor Agreement.

6. The Employer has failed to abide by the terms and conditions set forth in the Labor Agreement and Trust Agreements and is and continues to be delinquent in the payment of fringe benefit contributions, dues, and other wage deductions in an unknown amount for June 2019 forward. In addition, the Employer is and continues to be delinquent in the payment of fringe benefit contributions, dues, and other wage deductions for April, May and August 2018, and January and May 2019 in the known amount of \$28,369.57. As a result of this delinquency and its delinquent reporting for February 2016 through May 2019, the Employer also owes liquidated

1 damages in the known amount of \$27,471.54 and interest in the known amount of \$5,405.01.

2 The total known amount owing as of the filing of this Complaint is \$61,246.12, all of which is
3 due and payable under the terms of the Labor Agreement and Trust Agreements. The Employer's
4 failure to pay is also a violation of § 515 of ERISA, 29 U.S.C. § 1145.

5 7. The Employer's failure to pay fringe benefit contributions, dues and other wage
6 deductions which continue after the filing of this Complaint violates the Labor Agreement and
7 the Trust Agreements. The Employer's failure to pay is also a violation of § 515 of ERISA, 29
8 U.S.C. § 1145.

9 8. The full extent of the Employer's delinquency to the date of this Complaint is unknown
10 at this time and will be determined by an examination of the Employer's payroll records, which
11 examination is authorized by the Trust Agreements, ERISA, 29 U.S.C. §§ 1027 and 1059, and
12 controlling Federal court decisions.

13 9. The continuing failure of the Employer to pay contributions, dues, and other wage
14 deductions and to file monthly contribution report forms makes the full extent of the Employer's
15 delinquency uncertain and it will be determined at the time of trial.

16 10. The Employer has failed to abide by the terms and conditions set forth in the Labor
17 Agreement and the Trust Agreements and is delinquent in the payment of dues and other wage
18 deductions owing to the Union.

19 11. Under the terms of the Labor Agreement and Trust Agreements to which the Employer
20 is bound, the Employer is also obligated to pay all liquidated damages in the amount of 15
21 percent (15%) of the delinquent contributions owing, interest computed at the rate of 15 percent
22 (15%) per annum, and costs and expenses incurred, including reasonable attorney's fees.

1 12. If judgment is entered by default, a reasonable attorney's fee as of the date of this
2 Complaint is \$2,000.00.

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4 WHEREFORE, Plaintiffs pray for the following relief:

- 5 (a) Judgment against RG Construction, Inc., for February 2016 through May 2019 in
6 the amount of \$28,369.57 representing fringe benefit contributions, dues, and
7 other wage deductions, \$27,471.54 representing liquidated damages, and
8 \$5,405.01 representing interest;
- 9 (b) Judgment against RG Construction, Inc., representing contributions, dues, and
10 other wage deductions, liquidated damages, and interest in an amount to be
11 determined at the time of trial;
- 12 (c) All costs and attorney fees incurred; and
- 13 (d) Such other relief as the Court deems just and equitable.

14 DATED August 22, 2019

15 s/ Mary L. Stoll

16 Mary L. Stoll, WSBA No. 16446
17 STOLL LAW GROUP, PLLC
2033 Sixth Avenue — Suite 993
Seattle WA 98121-2527
Telephone 206-623-2855
Fax 206-667-9805
Email marys@mlstoll-law.com